

EXHIBIT C

INTERRUPTIBLE ELECTRIC SERVICE AGREEMENT

This INTERRUPTIBLE ELECTRIC SERVICE AGREEMENT (this "Agreement"), dated as of May 5th, 2022, is made by and between CITY UTILITIES OF SPRINGFIELD, MISSOURI ("City Utilities") and Mo Pow 3 LLC ("Customer").

WHEREAS Customer desires to purchase electric service ("Service") from City Utilities; and

WHEREAS City Utilities owns and operates a utility system and is willing to sell electric service to Customer upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, City Utilities and Customer agree as follows:

1. City Utilities agrees to furnish one electric service point, Service Point No. ~~XXXXXXX~~ ("Interruptible Service Point"), interruptible electric service to the Customer at 400 N Main st, Springfield, Missouri.
2. Service to Customer provided hereunder is subject to all applicable rates, policies, rules and regulations of City Utilities in effect at the time of service, including, without limitation, City Utilities' Service Rules and Regulations, General Terms and Conditions Governing Electric Service, Interruptible Power Service Rate, and any other agreements executed by the parties.
3. Customer shall maintain sufficient equipment to avoid material injury or damage to Customer in the event City Utilities discontinues or interrupts the electric power supply for an extended period for any reason whatsoever.
4. Interruptions of Service.
 - a. For any non-emergency interruption of Service, upon two (2) hours prior notice of an interruption, City Utilities may interrupt electric service to the Interruptible Service Point. Each interruption shall be limited in duration to no more than 10 consecutive hours. No interruption will be requested for less than 1 hour. City Utilities may interrupt such service, for a non-emergency interruption, up to a maximum of 30 times per calendar year.
 - i. For purposes of this agreement, a non-emergency interruption shall be defined as any interruption which does not qualify as emergency outage defined hereinafter.
 - b. For any interruption for an emergency outage (as defined below), City Utilities may, without notice or with as much notice as is reasonably practicable for City Utilities given the then-existing conditions, require Customer to interrupt or discontinue use of the electric power supply

immediately, at the Interruptible Service Point, at any time, without rendering City Utilities liable in damages for any such interruption or discontinuance of service. Emergency outages include outages caused by acts of nature, actions of third parties, and unforeseen mechanical issues. Examples include, but are not limited to, downed lines, transformer malfunctions, open circuit breakers, and lightning strikes to distribution facilities, etc. During an Energy Emergency Alert (EEA) Level 2 or 3 event as defined in [NERC Standard EOP-011-2](#), service will be interrupted with no notice until the EEA has returned to Level 0, and this will be considered an emergency outage for the purpose of this Agreement.

- i. There will be no limit to the number of interruptions City Utilities may institute for an emergency outage, however City Utilities will use its' ordinary care to attempt to prevent such outages.
- c. For any notice required above, City Utilities will e-mail all customer contacts, identified below, with such notice being effective upon being sent by City Utilities:

Name of Contract Person: Thomas Guel

Email # 1: TGuel@PangaeaGM.com

Email # 2: _____

Name of Contract Person: Mason LeGrange

Email # 1: Mason@PangaeaGM.com

Email # 2: _____

- 5. This Agreement shall begin on the date it is signed and shall automatically renew on a year-to-year basis. Either party may terminate this agreement upon providing sixty days written notice to the other party. Notice shall be as follows:

If to City Utilities:

City Utilities
Attention: President-CEO
301 E. Central
Springfield, Mo 65802

If to Customer:

Mo Pow 3 LLC
200 S Cook
Barrington, IL 60010

The above notwithstanding, in no case shall this agreement extent longer than the lease between the parties dated March 8, 2022.

6. Customer shall not assign this Agreement or any rights or benefits hereunder without City Utilities' prior consent in writing in each instance.
7. Any waiver by either party of any rights with respect of a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.
8. This Agreement shall be governed by Missouri law. The venue for all actions arising out of this Agreement shall be the state and federal courts of Greene County, Missouri.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first written above.

City Utilities of Springfield, Missouri

Customer's name



Gary Gibson, President / CEO



Approved by Legal

DocuSigned by:


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Lessee